

# **EXHIBIT A**

397

## DECLARATIONS

40-U08591-01

## PERSONAL LIABILITY UMBRELLA POLICY

NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY  
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI

## PLEASE READ YOUR POLICY

<b>Policy Number</b>	<b>Inc. Yr.</b>	<b>Effective</b>
40-U08591-01	2000	From 08-11-2013 To 08-11-2014

**Named Insured** ACCT 006-211-177-00

KOLLARS, COLLIN & CARROL L  
1108 E PLUM CREEK RD  
SIOUX FALLS SD 57105-7043

**Limit of Liability Under This Policy:** \$1,000,000 each occurrence

**Self Insured Retention:** See Policy

## SCHEDULE OF UNDERLYING INSURANCE

Coverages	Limits
Incidental Office/Business Pursuits \$ 300,000	Bodily Injury & Property Damage
/Home Day Care Liability Insurance	Each Occurrence, Combined Single Limit
Car Liability Insurance	\$ 100,000 Bodily Injury, Each Person
Uninsured and Underinsured	\$ 300,000 Bodily Injury, Each Occurrence
Motorist Coverage Applies	\$ 100,000 Property Damage, Each Occurrence
03 Car(s)	
Homeowners Liability Insurance	\$ 300,000 Bodily Injury & Property Damage
1 Primary Home Residence	Each Occurrence, Combined Single Limit

## Endorsements Attached:

Uninsured and Underinsured Motorist Coverage Endorsement (END. 601 Ed. 3/92)  
Fungi or Bacteria Exclusion (END. 597 Ed. 6/02)  
South Dakota Amendatory Personal Liability Umbrella End. (END. 635 Ed. 3/92)  
Computer Related & Electronic Problem Exclusion Endorsement (END. 582 Ed. 10/98)

<b>Total Premium:</b>	<b>Annual</b>	<b>Additional</b>	<b>Return</b>
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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY

AGE 50 PLUS DISCOUNT APPLIES

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declarations is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

**AUTHORIZED  
REPRESENTATIVE**

*David R. Schultz*  
President

*John E. Smith*  
Secretary

**AGENT** 209-497 **PHONE** (605) 336-6470

ORVIN OLIVIER, LUTCF  
1911 W 57TH ST  
SIOUX FALLS SD 57108-2710

<b>USERID</b>	<b>SYSTEM</b>
TC	38
<b>ENTRY DATE</b>	05-06-2013

**PERSONAL LIABILITY UMBRELLA POLICY**

THIS POLICY IS NON-ASSESSABLE  
 AMERICAN FAMILY MUTUAL INSURANCE COMPANY  
 6000 AMERICAN PKWY  
 MADISON, WISCONSIN  
 A MUTUAL INSURANCE COMPANY

**READ YOUR POLICY CAREFULLY**

This policy is a legal contract between you (the policyholder) and the American Family Mutual Insurance Company. This cover sheet provides only a brief outline of some important features in your policy. The policy itself sets forth, in detail, the rights and obligations of you and our company. **It is important that you read your policy carefully.**

**YOUR PERSONAL LIABILITY UMBRELLA POLICY QUICK REFERENCE**

Named Insured & Mailing Address  
 Policy Number  
 Policy Period  
 Policy Limits • See Declarations  
 Self Insured Retention  
 Schedule of Underlying Insurance

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## INSURING AGREEMENT

We will provide the insurance described in this policy in return for **your** premium payment and compliance with all applicable policy provisions.

## DEFINITIONS

When the following words in this policy have defined meanings, they will be printed in bold type.

1. **Bodily Injury** means bodily harm, sickness or disease. It includes required care, loss of services and resulting death. **Bodily injury** does not include:
    - a. any of the following which are communicable: disease, bacteria, parasite, virus or other organism which are transmitted by any **insured** to any other person;
    - b. the exposure to any such communicable disease, bacteria, parasite, virus or other organism; or
    - c. emotional or mental distress, mental anguish, mental injury, or any similar injury unless it arises out of actual bodily harm to a person.
  2. **Business** means any profit motivated full or part-time employment, trade, profession or occupation, except **farming/ranching**, and including the use of any part of any premises for such purposes. This also includes child day care services provided in **your** home for three days or more in any month to a person or persons, other than **insureds** and **relatives**, for which an **insured** receives some monetary or other compensation for such services.
  3. **Business Property** means all premises, other than the **residence premises**, kept or used for **business** purposes.
  4. **Car** means the following kinds of land motor vehicles designed for travel on public roads or subject to motor vehicle registration:
    - a. Private passenger auto or station wagon;
    - b. Motorcycle or moped when licensed for road use;
    - c. Utility vehicle of the pickup, van, sedan delivery or panel truck type, with a rated load capacity of 2000 pounds or less unless used in the **insured's farming/ranching** operation;
    - d. Truck used for **farming/ranching** purposes;
    - e. Golf cart when licensed for road use;
    - f. Motor home, but not for **business** use;
    - g. Trailer designed for use with vehicles described above, but not for **business** use.

But **car** does not include any of the following general types of mobile equipment, including attached machinery and equipment:

    - a. Crane, well driller, road grader and other similar road machinery;
    - b. **Recreational motor vehicle**; or
    - c. crawler tractor, farm tractor or motorized farm implement.
  5. **Domestic Employee** means a person employed by an **insured** to perform duties for the maintenance or use of the **residence premises**. This includes persons who perform domestic services elsewhere for an **insured**. This does not include **farm employees** and persons while performing duties for an **insured's business**.
  6. **Farm Employee** means an employee of the **named insured** who receives remuneration for performing duties incidental to the ownership, maintenance, operations or use of the farm premises. **Farm employee** does not include:
    - a. **You**;
    - b. Any **domestic employee**;
    - c. Any independent contractor or their employees;
    - d. Any person residing on the **insured premises**, even if working as an employee, who is a **relative** of any **insured** or a member of the family of any **insured**, unless specifically named in the declarations of the **underlying insurance** as a **farm employee**; or
    - e. Under an exchange of labor agreement with other farmers, any person working for the **insured** or at the **insured's** direction.
  7. **Farming/ranching** means the use of land or buildings for the purpose of growing crops or keeping animals. This includes the operation of roadside stands for the sale of an **insured's** farm products. Gardening for the personal use of an **insured** or keeping animals as pets is not **farming/ranching**.
  8. **Injury** means **bodily injury, personal injury or property damage**.
  9. **Insured** means:
    - a. The **named insured**;
    - b. **Your relatives**;
    - c. With respect to animals:
      - (1) Owned by any person in 9a or 9b, coverage applies to any person or organization legally responsible for that animal; or
      - (2) Not owned by any person in 9a or 9b, coverage applies only while an **insured** or **relative** has use, custody or possession of such animal with the owner's permission; A person or organization using or having custody of any such animals in the course of any **business** or without **your** specific permission is not an **insured**;
    - d. With respect to a **car, recreational motor vehicle** or watercraft, owned or leased by **you, insured** means:
      - (1) Any person using such a vehicle or watercraft; or
      - (2) Any person or organization legally responsible for the acts or omissions of a person for whom coverage is afforded under this policy while that person is using any such vehicles or watercraft; A person or organization using or having custody of any such vehicles or watercraft in the course of any **business** or without **your** specific permission or who exceeds the scope of **your** permission is not an **insured**;
    - e. With respect to the use of a **car** not owned by **you** or **relatives** which is furnished or available for **your** regular use, **you** and **your relatives** are an **insured** only when **you** and **your relatives** are insured for the use of that **car** under one or more **underlying insurance** policies for not less than the required **car liability underlying insurance** limit shown in the declarations of this policy;
    - f. With respect to the use of a **car** not owned by **you** or **relatives** which is not furnished or available for **your** regular use, **insured** means **you** and **your relatives** so long as the actual use of such car is:
      - (1) with the owner's permission or reasonably believed to be with the owner's permission; and
      - (2) within the scope of that permission.

However, a **relative** who owns his/her own **car** is not an **insured**.
    - g. With respect to a **car, recreational motor vehicle** or watercraft, owned or leased by any **relative**, in the care of the **relative** or furnished or available for regular use by that **relative, you** and **your relatives** are an **insured** only when this policy is so endorsed to make this **relative** an **insured** for the use of that vehicle or watercraft. The **relative** must be insured for the use of that vehicle or watercraft under one or more **underlying insurance** policies for not less than the required **liability underlying insurance** limit shown on the special coverage endorsement purchased with this policy.
- Insured** does not include:
- a. The owners (and their agents and employees) of a **car, motorcycle, recreational motor vehicle** or watercraft loaned to, leased to, or rented by an **insured** or on an **insured's** behalf;
  - b. The owners (and their agents and employees) of sales agencies, rental agencies, repair shops, service stations, storage garages or public parking lots;
  - c. The owners (and their agents and employees) of shipyards, boat repair yards, marinas, yacht clubs, boat sales agencies,



- boat rental agencies, boat service stations or chartering services;
- d. The lessee of such vehicles or watercraft owned by an **insured**;
  - e. The United States of America or its agencies; or
  - f. Any person for **injury** due to that person's operation of a vehicle as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.
10. **Insured Premises** means **your residence premises** and also includes:
- a. Other **premises** listed in the Schedule of **underlying insurance**;
  - b. The part of any non-farm one to four family residential premises **you** acquire for **your** occupancy during the policy period if **we** are notified within 30 days following the date **you** acquired such premises;
  - c. The part of any farm or residential premises **you** use, rent, lease or purchase during the policy period if **we** are notified within thirty (30) days following the date that **you** acquired such premises;
  - d. Vacant land (other than farm land) owned by or rented to an **insured**. This includes land on which a one or two family dwelling is being built for the personal use of an **insured**;
  - e. Individual or family cemetery lots and burial vaults;
  - f. The part of any premises not owned by an **insured**, while an **insured** is temporarily residing there;
  - g. Any non-farm premises **you** use in connection with the described location;
  - h. Approaches and access ways immediately adjoining the **insured premises**; and
  - i. Any other premises which an **insured** may occasionally rent for other than **business** purposes.
11. **Limit** means the limit of liability that applies for the coverage.
12. **Named Insured** means the person shown in the declarations and his/her spouse. The spouse must be a resident of the same household.
13. **Occurrence** means:
- a. Under Personal Liability Coverage, an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **personal injury** and/or **property damage**;
  - b. Under Loss Assessment Coverage, **occurrence** also means, an act of a director, officer or trustee of a corporation or association of property owners, in the capacity as a director, officer or trustee, committed during the policy period, which results in liability; provided the director, officer or trustee:
    - (1) Is elected by the members of a corporation or association of property owners; and
    - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
14. **Personal Injury** means:
- a. **Bodily injury**;
  - b. False arrest, detention or imprisonment;
  - c. Malicious prosecution;
  - d. Libel, slander, humiliation or defamation of character;
  - e. Invasion of privacy, wrongful eviction or wrongful entry.
15. **Primary Limit** means:
- a. If the loss is covered by **underlying insurance** listed in the declarations, the total of:
    - (1) The applicable **limits** of that insurance; and
    - (2) The amount recoverable under any other insurance available to the **insured**.
  - b. If the loss is not covered by **underlying insurance** listed in the declarations, the greater of:
    - (1) The amount recoverable under any other insurance available to the **insured**; or
    - (2) The Self Insured Retention listed in the declarations.
16. **Property Damage** means:
- a. Physical harm to tangible property, including all resulting loss of use of that property; or
  - b. Loss of use of tangible property that is not physically injured. **Property damage** that is loss of use of tangible property that is not physically injured will be deemed to occur at the same time of the **occurrence** that caused it.
17. **Recreational Motor Vehicle** means the following:
- a. All-terrain vehicle;
  - b. Dune buggy;
  - c. Golf cart when not licensed for road use;
  - d. Snowmobile;
  - e. Any motorized land conveyance which is:
    - (1) Designed principally for recreational use off public roads; and
    - (2) Not subject to motor vehicle registration.
18. **Relative** means a resident of **your** household who is:
- a. Related to **you** by blood, marriage or adoption, including **your** ward or foster child;
  - b. Any other person under the age of 21 who is in **your** care or the care of **your** resident **relative**.
19. **Residence Premises** means:
- a. For a condominium or cooperative unit-owner: The unit where **you** reside. The unit includes those other separate parts used solely by **your** household.
  - b. For all others: Any of the following premises where **you** reside.
    - (1) The one, two, three or four family non-farm dwelling, related other structures and grounds where **you** reside in at least one of the family units;
    - (2) The one or two family farm dwelling where **you** reside; or
    - (3) That part of any other building where **you** reside.
20. **Underlying Insurance** means any policy providing the **insured** with initial or primary liability insurance covering one or more of the types of liability listed in the Schedule of **underlying insurance** in the declarations.
21. **We, us and our** refer to the American Family Mutual Insurance Company.
22. **You and your** refer to the **named insured** shown in the declarations. These words also refer to **your** spouse if a resident of **your** household.

## COVERAGES

### PERSONAL LIABILITY COVERAGE

**We** will pay, up to **our limit**, compensatory damages for which an **insured** becomes legally liable for **injury** caused by an **occurrence** covered by this policy. This coverage applies only to damages in excess of the **primary limit**.

### DEFENSE PROVISION

If a suit is brought against an **insured** for damages because of **injury** caused by an **occurrence** to which this policy applies, **we** will provide a defense at **our** expense by counsel of **our** choice.

HOWEVER, **WE** ARE NOT OBLIGATED TO DEFEND IF:

1. THE **OCCURRENCE** IS COVERED BY OTHER INSURANCE AVAILABLE TO AN **INSURED**; OR
2. THERE IS NO APPLICABLE **UNDERLYING INSURANCE** IN EFFECT AT THE TIME OF THE **OCCURRENCE** AND THE AMOUNT OF DAMAGES CLAIMED OR INCURRED IS LESS THAN THE APPLICABLE **PRIMARY LIMIT** SHOWN IN THE DECLARATIONS OF THIS POLICY.

**We** may join, at **our** expense, with the **insured** or any insurer providing **underlying insurance** in the investigation, defense or settlement of any claim or suit which **we** believe may require payment under this policy.

However, **we** will not contribute to the costs and expenses incurred by an insurer providing **underlying insurance**.

**OUR DUTY TO DEFEND ENDS WHEN THE AMOUNT WE HAVE OFFERED OR PAID FOR DAMAGES RESULTING FROM THE OCCURRENCE EQUALS OUR LIMIT.**

In any country where **we** are prevented from defending an **insured** because of laws or other reasons, **we** will pay any expense incurred with **our** written consent for the **insured's** defense.

#### **ADDITIONAL COVERAGES**

1. **Claim and Defense Expenses.** **We** will pay the expenses described below for a claim or suit **we** are obligated to defend:
  - a. All expenses **we** incur and costs taxed against an **insured**.
  - b. Premiums on required bonds, but not for bond amounts more than **our limit**. **We** need not apply for or furnish any bond.
  - c. Reasonable expenses (other than loss of earnings) an **insured** incurs at **our** request.
  - d. An **insured's** loss of earnings (but not loss of other income) up to \$200 per day, to attend trials or hearings at **our** request.
  - e. Prejudgment interest awarded against an **insured** on the part of the judgment that **we** are obligated to pay. However, **we**

#### **EXCLUSIONS**

This policy does not cover:

1. **Acts or Omissions.** **We** will not cover any act or omission of any **insured** as an officer or member of the board of directors of any corporation, municipality, political unit or other organization, except the acts of an unpaid volunteer director, officer or trustee of a religious, charitable or civic non-profit organization. An elected, public official shall not qualify as an unpaid volunteer director, officer or trustee.
2. **Aircraft, Vehicles, Watercraft.** **We** will not cover **injury** arising out of the ownership, entrustment, maintenance, operation, use, loading or unloading of:
  - a. Any type of aircraft, glider or balloon, and their facilities. **We** do cover model aircraft not used or designed for transporting cargo or persons;
  - b. Any **car** while used as a public or livery conveyance;
  - c. Any self-propelled land vehicle or watercraft while preparing or practicing for or taking part in any prearranged or organized racing event, speed or demolition contest or in any stunting activity. This exclusion does not apply:
    - (1) To sailboats; or
    - (2) If the **insured** has coverage under the **underlying insurance** listed in the declarations;
  - d. Any other type of motor vehicle, motorized land conveyance or trailer, except when covered by **underlying insurance** listed in the declarations;
  - e. Any **recreational motor vehicle** owned by **you**, while away from the **insured premises**, unless coverage is provided by **underlying insurance** listed in the declarations. However, coverage under this policy will be no broader than the **underlying insurance**;
  - f. Any watercraft owned by **you**, while away from the **insured premises**, unless coverage is provided by the **underlying insurance** listed in the declarations. However, coverage under this policy will be no broader than the **underlying insurance**;
  - g. An iceboat, airboat, air cushion or similar type of craft. This exclusion does not apply while such crafts are stored on the **insured premises**.
3. **Business.** **We** will not cover **business** pursuits or **business property** of an **insured** other than **farming/ranching**. However, this exclusion does not apply to:
  - a. Activities which are usual to non-**business** pursuits;
  - b. **Your** rental or holding for rental of:
    - (1) One or two family residential dwellings; or

will not pay any such interest which accrues after such time that **we** make an offer to pay **our limit**.

- f. Interest accruing on **our** share of the amount of any judgment between the time the judgment is entered and the time **we** pay or tender or deposit in court that part of the judgment which does not exceed **our limit**.

This coverage is in addition to **our limit**.

2. **Loss Assessment Coverage.** **We** will cover an amount up to \$100,000 for **your** share of special loss assessments charged during the policy period and levied against **you**, as owner or tenant of a **residence premises**, by a corporation or association of property owners in accordance with the by-laws or governing rules of the association. The assessment must arise from an **occurrence** covered by this policy. This coverage applies only to assessments in excess of the **primary limit**. This coverage does not increase **our limit**.
3. **Newly Acquired Car, Recreational Motor Vehicle or Watercraft Coverage.** **We** will cover **your** newly acquired **car, recreational motor vehicle or watercraft** as follows:
  - a. When covered by American Family **underlying insurance**, when **you** notify **us** prior to the policy renewal date; or
  - b. When covered by other **underlying insurance**, when **you** notify **us** within 30 days of such acquisition.

- (2) Condominium units;

if **you** have coverage under the **underlying insurance** listed in the declarations. However, coverage under this policy will be no broader than the **underlying insurance**;

- c. The rental or holding for rental of **your residence premises**:
  - (1) On an occasional basis if used only for dwelling purposes;
  - (2) In part, to no more than two roomers or boarders; or
  - (3) In part, as an office, school, studio or private garage;
- d. Activities related to the incidental **business** pursuits of the **insured** for which the **insured** has coverage under the Schedule of **underlying insurance** shown in the declarations of this policy. However, coverage under this policy will be no broader than the **underlying insurance**;
- e. The providing of child home day care service, but only when:
  - (1) An **insured** provides such service for a **relative** of an **insured**;
  - (2) A mutual exchange of services arrangement exists involving no monetary compensation; or
  - (3) The **insured** has coverage under the **underlying insurance** listed in the declarations. However, coverage under this policy will be no broader than the **underlying insurance**;
- f. The use of a **car** for **business** purposes by an **insured**. However, **we** do not cover the carrying of persons for a fee, other than in a **car pool** arrangement.
4. **Communicable Disease.** **We** will not cover **injury** arising out of the transmission of a communicable disease by an **insured**.
5. **Contractual Liability.** **We** will not cover liability assumed by an **insured** under any contract or agreement:
  - a. Not in writing; or
  - b. For damage to property to the extent the **insured** is legally required to provide insurance for that property.
6. **Controlled Substances.** **We** will not cover **injury** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance(s) as defined by 21 U.S.C.A. Sections 811 and 812. Controlled substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
7. **Employees.** **We** will not cover **personal injury** to any employee (other than a **domestic employee or farm employee**) of an **insured**



arising out of and in the course of their employment by any insured.

8. **Employee Sickness.** We will not cover sickness or disease of any term employee or domestic employee, unless claim is made or suit is brought for such sickness or disease within 36 months of the end of the policy period.
9. **Illegal Consumption of Alcohol.** We will not cover injury arising out of the insured's knowingly permitting or failing to take action to prevent the illegal consumption of alcohol beverages by an underage person on premises owned by the insured or under the insured's control.
10. **Intra-Insured Suits.** We will not cover personal injury to the named insured or anyone within the meaning of part a or b of the definition of insured.
11. **Intentional Injury.** We will not cover injury caused by or at the direction of any insured even if the actual injury is different than that which was expected or intended from the standpoint of any insured. This exclusion does not apply to personal injury when your actions are not fraudulent, criminal or malicious.
12. **Loss Assessments.** We will not cover loss assessments:
  - a. Charged against you or a corporation or association of property owners by any governmental body; or
  - b. Resulting from a deductible in the policy of insurance purchased by a corporation or association of property owners.
13. **Loss Assessments - Personal Liability.** We will not cover under Personal Liability Coverage and Defense Provision, any loss assessments charged against you by a corporation or association of property owners.
14. **Nuclear Energy.** We will not cover a nuclear energy occurrence for which an insured under this policy:
  - a. Is also an insured under a nuclear energy liability policy; or
  - b. Would be an insured under that policy but for the exhaustion of its limit.

A nuclear energy liability policy is one issued by:

  - a. American Nuclear Insurers;
  - b. Mutual Atomic Energy Liability Underwriters;
  - c. Nuclear Insurance Association of Canada;

or any of their successors.
15. **Permission Not Granted.** We will not cover a person using a car, recreational motor vehicle or watercraft without permission as defined in the underlying insurance applicable to the loss.
16. **Premises Owned, Rented or Controlled.** We will not cover any act or omission arising out of any premises owned, rented or controlled by any insured other than an insured premises. This exclusion does not apply if the insured has coverage under the

underlying insurance listed in the declarations. However, coverage under this policy will be no broader than the underlying insurance.

17. **Professional Liability.** We will not cover the rendering or failing to render professional services.
18. **Property Owned or Controlled.** We will not cover property damage to:
  - a. Property owned by an insured;
  - b. Property rented to, borrowed, used or occupied by, or in the care of any insured; or
  - c. Property owned by a corporation or association of property owners of which the insured is a member.

If the insured has liability coverage under the underlying insurance listed in the declarations, parts b and c of this exclusion do not apply, but coverage under this policy will be no broader than the underlying insurance.
19. **Punitive Damages.** We will not cover punitive or exemplary damages.
20. **Sexual Abuse.** We will not cover injury arising out of or resulting from any:
  - a. Actual or alleged sexual molestation;
  - b. Corporal punishment; or
  - c. Physical or mental abuse of a person by an insured.
21. **Uninsured/Underinsured Motorists.** We will not cover any claims which may be made under Uninsured Motorists Coverage, Underinsured Motorists Coverage or similar coverage, unless this policy is endorsed to provide such coverage.
22. **Vicarious Parental Liability.** We will not cover injury arising out of any vicarious parental liability, whether or not statutorily imposed by law, for the actions of a child or minor regarding any type of conveyance excluded in Exclusion 2 above.
23. **Violation of Law.** We will not cover injury arising out of violation of a penal law or ordinance by or with the knowledge or consent of an insured when an insured is convicted of such violation.
24. **War.** We will not cover or defend any occurrence due to:
  - a. War, including undeclared war;
  - b. Civil war, insurrection, rebellion or revolution; or
  - c. Warlike act by a military force or military personnel, destruction or seizure or use for a military purpose;

and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
25. **Workers Compensation.** We will not cover any obligation of the insured under a workers compensation, disability benefits, unemployment compensation law or any other similar law.

## CONDITIONS

1. **Limit of Liability.** Our total liability under this policy for all damages and loss assessments resulting from any one occurrence will not be more than the limit shown in the declarations of this policy. Our limit is in excess of your primary limit. This limit is the same regardless of the number of insureds, claims made or suits brought, loss assessments, persons injured, vehicles or watercraft to which this policy applies, vehicles or watercraft involved in an accident, or exposures or premiums shown in the declarations. The following are considered to be the result of one occurrence:
  - a. All injuries and loss assessments resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions; and
  - b. All loss assessments resulting from an act involving more than one director, officer and/or trustee, and all loss assessments resulting from a series of related acts.
2. **Severability of Insurance.** This insurance applies separately to each insured. This condition will not increase our limit for any one occurrence.
3. **What Must be Done in Case of Loss.** In the event of an accident or occurrence which this insurance may cover, you must:
  - a. Give prompt notice to us or our agent, including:
    - (1) The identity of the policy and insured;
    - (2) The time, place and circumstances of the accident or occurrence;
    - (3) Names and addresses of any claimants and witnesses;
    - (4) Submit to recorded or written statements, as often as we may reasonably request; and
    - (5) Submit to examinations under oath, while not in the presence of any other named insured, and sign the same;
  - b. Promptly forward to us any notice, demand and legal paper relating to the accident or occurrence;
  - c. At our request, assist us in:
    - (1) Making settlement;
    - (2) Enforcing any right of contribution or indemnity against any person or organization who may be liable to any insured; and
    - (3) Any matter relating to a claim or suit.
4. **Payment of Loss.** With our written consent you may pay the claimant to effect settlement. Upon submission of acceptable proof, we will pay you for that part of such payment which exceeds the primary limit. Or if you wish, we will pay the claimant directly.
5. **Suit Against Us.** No legal action can be brought against us:

- a. Unless there has been full compliance with all the terms of this policy; and
  - b. Until the obligation of the **insured** has been determined by final judgment or by agreement signed by **us**.
- No person or organization has the right to join **us** as a party to any legal action against an **insured**.
- 6. **Bankruptcy.** Bankruptcy or insolvency of an **insured** will neither:
    - a. Relieve **us** of our obligations under this policy; nor
    - b. Operate to cause this policy to become primary in the event the **insured** is unable to satisfy the applicable deductible amount shown in the declarations either because of insufficient **underlying insurance** or insufficient personal assets.
  - 7. **Bankruptcy of Underlying Insurer.** In the event of bankruptcy or insolvency of any underlying insurer, the insurance afforded by this

- policy will not replace such **underlying insurance**, but will apply as if the **underlying insurance** was valid and collectible.
  - 8. **Other Insurance.** The insurance afforded by this policy is excess over any other insurance available to an **insured**, except insurance written specifically as an umbrella or excess liability insurance policy.
- If any other specifically written umbrella or excess liability insurance policy applies, **we** will contribute on a pro rata basis.
- 9. **Required Underlying Insurance Limits - Underlying Exposures.**
    - a. An **insured** must maintain liability coverage with at least the following limits during the term of this policy, if that person has any of the liability exposures listed below.

#### Required Underlying Insurance Limits - Underlying Exposures

Types of Liability Exposures	Minimum Required Underlying Limits
Car/Motorcycle	\$100,000 Per Person \$300,000 Per Occurrence \$100,000 Property Damage or \$300,000 Per Occurrence (Single Limit Policy)
Primary/Home Residence (i.e. Homeowners)	\$100,000 Per Occurrence
Additional/Seasonal Residence (owner occupied)	\$100,000 Per Occurrence
Recreational Motor Vehicle	\$100,000 Per Person \$300,000 Per Occurrence \$100,000 Property Damage or \$300,000 Per Occurrence (Single Limit Policy)
Watercraft - under 26 feet and less than 250 H.P.	\$100,000 Per Occurrence
Watercraft - 26 feet and over or 250 H.P. and over	\$300,000 Per Occurrence
Rental Dwelling (1 or 2 family only, when coverage is extended from a Home Residence Policy)	\$100,000 Per Occurrence
Rental Dwelling (1 or 2 family only, when coverage is provided by a Business Policy)	\$300,000 Per Occurrence
Incidental Office or Business Pursuits	\$300,000 Per Occurrence
Professional Nurses and Medical and Dental Technicians	\$300,000 Per Occurrence
Farm/Ranch	\$300,000 Per Occurrence

- b. Such exposures must be declared on the application or **you** must notify **us** within 30 days, if they arise during a policy term. If you obtain a newly acquired **car, recreational motor vehicle** or watercraft, **you** must notify **us** as indicated under item 3 of the Additional Coverages on page 3.
  - c. If any **insured** fails to maintain this required **underlying insurance**:
    - (1) There will be no coverage or defense under this policy until the damages exceed the minimum required **underlying insurance limit** or the self insured retention required for the exposure; and
    - (2) Our limit will be the same as if the **insured** had met this **underlying insurance** requirement.
- The minimum required **underlying insurance limit** shown above will apply even though the insurer providing **underlying insurance** is or becomes bankrupt or insolvent.
- 10. **Self Insured Retention.** A self insured retention will apply to each occurrence which:
    - a. Is covered by this policy; and
    - b. Is not covered by **underlying insurance** despite the fact that:
      - (1) The **occurrence** arises out of an exposure, represented on the declarations, for which the **insured** has an **underlying insurance** policy with limits at least equal to the applicable required **underlying insurance** limits shown above; and

- (2) The **insured** has complied with all applicable provisions of the **underlying insurance** policy.
- The amount of this self insured retention will be:
- a. \$1000 per **occurrence** for a loss due to **farming/ranching** operations; and
  - b. \$250 per **occurrence** for all other losses.
- 11. **Policy Period - Renewal of Coverage.** Insurance begins and ends at 12:01 A. M. Standard Time at the location of the property described and on the dates shown in the declarations. This policy may be continued for successive policy periods by payment of the required premium on or before the effective date of each renewal period. If the premium is not paid when due, this policy expires at the end of the last policy period for which the premium was paid. The premium for each policy period will be based on our current manuals. If this policy form or any endorsement attached is revised, **we** may substitute or add, at any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with our manual rules in effect at the time.
  - 12. **Concealment or Fraud.** This entire policy is void if, before or after a loss, any **insured** has:
    - a. Intentionally concealed or misrepresented any material fact or circumstance;
    - b. Engaged in fraudulent conduct; or
    - c. Made false statements; relating to this insurance.
  - 13. **Liberalization Clause.** Forms or endorsements may be revised during the policy period. If **we** adopt an endorsement which would



broaden the coverage under this policy without additional premium during the policy period, the broadened coverage will immediately apply to this policy.

14. **Premiums.** The first **named insured** shown in the declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums **we** pay.
15. **Waiver or Change of Policy Provisions.** This policy contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change.
16. **Cancellation.** Refer to the state Amendatory Personal Liability Endorsement for the cancellation provisions.
17. **Non-Renewal.** Refer to the state Amendatory Personal Liability Umbrella Endorsement for the non-renewal provisions.
18. **Transfer of Interest.** Your rights and duties under this policy may not be assigned without **our** written consent.
19. **Subrogation - Our Right to Recover Payment.** In the event **we** make a payment under this policy, **we** are entitled to exercise the **insured's** rights of recovery against any person liable for the loss. The **insured** must do nothing after a loss to prejudice those rights. Any recovery will be applied in the following order:
  - a. To any person who may have paid for liability in excess of **our** limit;
  - b. To **us** up to the amount **we** paid under this policy;
  - c. To any other person to the extent that the person is entitled to claim the remaining amount, if any.

Reasonable expenses incurred in the exercise of rights of recovery will be shared among all interests on a pro rata basis according to their respective losses.
20. **Cooperation.** You must cooperate with **us** in performing all acts required by this policy.

21. **Appeals.** If **you** or **your** underlying insurer elects not to appeal a judgment in excess of **your primary limit**, **we** may choose to make the appeal. Such an appeal will be at **our** expense. If **we** make the appeal, **we** will be responsible for;
  - a. **Our** limit above the **primary limit**; and
  - b. The additional cost and interest incurred during the appeal.

**We** will not pay more than the **limit** shown in the declarations for any one **occurrence**.
22. **Assignment.** Assignment of this policy will not be valid unless **we** give **our** written consent. If **you** die, this policy applies:
  - a. To **your** legal representative, as **named insured**, but only while acting as such; and
  - b. To the person having proper temporary custody of **your** property, as an **insured**, until a legal representative is named; and
  - c. To any other person who is an **insured** at the time of **your** death, and continues to reside on the **insured premises**.
23. **Conformity to Statute.** If any part of the policy (including endorsements which modify the policy) is in conflict with a statute in **your** state, **we** agree to alter that part of **our** policy and make it conform with the statute. However, all other parts of this policy will remain in force and unaltered.
24. **Territory.** Coverage applies to an **occurrence** which takes place anywhere in the world.
25. **Membership, Voting, Annual Meeting and Participation.** You are a member of the American Family Mutual Insurance Company of Madison, Wisconsin, and are entitled to one vote either in person or by proxy at its meetings. The Annual Meetings are held at its Home Office in Madison, Wisconsin, on the first Tuesday of March at 2:00 P. M. Notice printed in this policy will be **your** notification of the time and place. If any dividends are distributed, **you** will share in them according to law and under conditions set by the Board of Directors.
26. **Policy Non-Assessable.** This policy is non-assessable.

This policy is signed at Madison, Wisconsin, on **our** behalf by **our** President and Secretary. If required by statute, it is countersigned on the declarations page by **our** authorized representative.

  
President

  
Secretary

**This is not a complete and valid contract without an accompanying declarations page.**

**UNINSURED AND UNDERINSURED MOTORISTS COVERAGE FOLLOWING FORM ENDORSEMENT**

This endorsement modifies such insurance as is afforded by this policy and replaces any Uninsured and Underinsured Motorists Coverage Following Form Endorsement previously a part of this policy.

For an additional premium, when Uninsured and Underinsured Motorists Coverage is available in the underlying insurance listed in the declarations, this policy applies to **bodily injury** for which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle**. The **bodily injury** must be sustained by an **insured** and must be caused by accident and arise out of the use of the **uninsured motor vehicle** or the **underinsured motor vehicle**.

This coverage applies only to the vehicles for which Uninsured and Underinsured Motorists Coverage is shown in the declarations. This coverage applies only to damages in excess of the **primary limit**.

However, Uninsured and Underinsured Motorists Coverage under this policy will be no broader than the **underlying insurance**.

**DEFINITIONS**

Definition 15 is deleted and replaced by the following:

15. **Primary limit** is the total of:
- the applicable **limits of the underlying insurance** listed in the declarations;
  - the amount recoverable under any other insurance available to the **insured**; and
  - the amount recoverable from or on behalf of the liable party;
- but not less than the required **underlying insurance limits**.

These additional definitions apply:

23. **Uninsured motor vehicle** is defined in the **underlying insurance** applicable to the loss and shown in the declarations.
24. **Underinsured motor vehicle** is defined in the **underlying insurance** applicable to the loss and shown in the declarations.

**CONDITIONS**

Condition 9. **Required Underlying Insurance Limits - Underlying Exposures** is amended to add the following **Required Underlying Insurance Limits**.

<b>Types of Liability Exposures</b>	<b>Minimum Required Underlying Limits</b>
Car/Motorcycle and Recreational Motor Vehicle Uninsured and Underinsured Motorists Coverage	\$100,000 per Person \$300,000 per Occurrence or \$300,000 per Occurrence (Single Limit Policy)

All other terms remain unchanged.